

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
November 13, 2023
4:30 p.m.
Room 312 of the Courthouse**

Members: Phil Yager (Committee Chair), Tyler Mayes, Denise Palmer, Aaron Wells and Steve Verran.

A. Contracts Approved by Law Director

1. **Reality Executives, Trustee and County Clerk, Contract #24-0050** – Lease of Andersonville Office space. Cost is \$1875 per month.
2. **State of Tennessee, Department of Children's Services, Juvenile Court, Contract #24-0054** – Five-year Juvenile Court Supplemental Funds Grant for \$9,000 per year.
3. **I3 Public Sector, Register of Deeds, Contract #24-0059** – Four-year contract for credit card processing services. No cost to the County.

B. Contracts Pending Law Director Approval

1. **Intervention Pro, Sheriff, Contract #24-0057** – Three-year software agreement for Personnel Matters. Cost is \$4,265 per year.
2. **Family Justice Center, District Attorney's Office, Contract #24-0058** – Three-year lease agreement in lieu of paying condominium fees for \$1,000 per month. Will be reimbursed by grant money.
3. **Kimberly Wanker, EMS, Contract #24-0060** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Program at Roane State Community College with the conditions that the employee passes the course, obtains their Critical Care license and remains employed full-time with EMS for one-year after obtaining license.

C. Other Business

1. Request to bid the following on govdeals:

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2009 Chevy Tahoe, 189619	Sheriff	Starts with a boost	\$500
2012 Chevy Tahoe	Sheriff	Must be towed due to transmission issue	\$500
2008 Volkswagon Jetta	Sheriff	Must be towed, needs alternator and battery	\$250



COMMERCIAL LEASE AGREEMENT (Multiple – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Anderson County Trustee and Anderson County Clerk as tenant (hereinafter referred to as "Tenant"), and 3310 Real Estate Partnership and/or assigns as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 14 day of August, 2023 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows:

Suites B in the Building or Complex commonly known as N/A (hereinafter "Building" or "Complex"), located on all that tract of land known as: 3310 Andersonville Hwy (Address), Andersonville (City), Tennessee, 37705 (Zip), as recorded in _____ County Register Office, _____ deed book(s) _____ page(s), and/or _____ instrument no. and further described as: Parcel ID # 031 095.00

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property" (or "Premises"), as more particularly described in Exhibit "A," or if no Exhibit "A" is attached as is recorded with the Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. Term. The term of this lease shall begin either on the earlier of the completion of work described in any attached Work Letter or 08/14/2023 ("Commencement Date"). The initial term of this Lease shall be for 1 years, 0 months following the Commencement Date ("Expiration Date").

2. Possession. If Landlord is unable to deliver possession of the demised area on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within N/A days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in delivery of possession to Tenant. Landlord shall have no liability for any delays in possession caused by strikes, acts of God or nature, or delays directly caused by Tenant's improvements. In the event of such delays, the date of Possession may be extended by the number of days resulting from such delays, not to exceed N/A calendar days; Landlord shall notify Tenant of any such delays. Inclement weather or other delays shall not extend the performance date unless they prevent the completion of work which would otherwise have been actually performed. Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use as described herein.

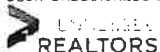
3. Rent. Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff in advance payable as follows:

Year #1 - 1500 sf x \$15.00 psf = \$22,500/year

Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be designated from time to time by Landlord in writing). If the Rent Commencement Date begins on the second (2nd) through the last day of any month, the initial Rent and the last month's Rent shall be prorated for that portion of those months. The initial month's Rent shall be paid at the time of leasing the Premises. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be collectively referred to as "Rent."

4. Late Payment; Service Charge for Returned Checks. Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$N/A. If late payment

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is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of \$N/A and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

5. Security Deposit.

A. Security Deposit to be Held by Landlord or Broker. *[Check one. The section not marked shall not be a part of this Agreement.]*

☐ **Landlord Holding Security Deposit.**

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of _____ Dollars (\$ _____) in cash, money order and/or check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord.
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited.
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the Premises or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of the Premises reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Tenant has paid to Broker _____ (acting as "Broker/Holder") located at _____ (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") _____ Dollars (\$ _____) in ☐ cash, ☐ money order and/or ☐ check.
- (2) Broker/Holder shall deposit the Security Deposit in Broker's escrow/trustee account (with _____ retaining the interest if the account is interest bearing) within five (5) Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account is interest bearing, interest on the Security Deposit shall be disbursed in the following manner:
- (3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security

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Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker/Holder and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Premises is vacated if:
 - (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) The Premises is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord. Landlord shall keep the Common Areas and all Major Systems serving the Premises and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those Major Systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of the Premises. Landlord shall not be liable to Tenant for any damage caused by any of the Major Systems referenced herein or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Premises, except if such damage is due to the gross negligence or willful misconduct of Landlord. Major Systems include *[Check all that apply. The sections not marked by Landlord shall not be part of this Agreement and shall be the responsibility of the Tenant to maintain]:*

- ☐ HVAC/Mechanical ☐ Plumbing ☐ Electrical ☒ Sidewalls/Structure ☒ Roof
☐ Other _____

B. Duties of Tenant. Tenant agrees to maintain the Premises in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform Tenant's maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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7. **Services.** Landlord shall provide, at Landlord's expense, the following services [Check all that apply. The sections not marked shall not be part of this Agreement].

- ☐ General cleaning and janitorial service of the interior of the Premises _____ times a week.
- ☐ Concierge service as follows: _____
- ☐ Parking attendant as follows: _____
- ☐ Property monitor as follows: _____
- ☒ Trash collection service 1 _____ times per week.
- ☐ Soap, paper towels, and toilet tissue for restrooms _____ times per week.
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Building/Complex _____
- ☒ Other Replacement of lights in the parking lot and above sidewalk of center. Landscaping and parking lot trash upkeep.

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Premises in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord the costs for such services within _____ days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease.

8. **Utilities.** The services and/or utilities set forth below serving the Premises shall be paid by either the Landlord or Tenant as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

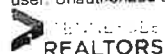
Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. **Termination / Holding Over.** Either party may terminate this Lease at the end of the Term by giving the other party 90 _____ days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by Tenant of the Premises after the expiration of this Lease shall operate and be construed as a tenancy from month to month only with Base Rent in an amount equal to 100 _____ % of the Base Rent payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

10. **Sublet and Assignment.** Tenant may not sublet the Premises in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. **Right of Access, Signage.** Landlord and Landlord's agents shall have the right to access the Premises for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Premises at any time to protect life and prevent damage to the Premises without liability for such entry. During the last 3 _____ months of the term, Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Premises, Building, and/or Property and may show Premises to prospective tenants or purchasers during reasonable hours.

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Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Premises to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agents and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 100 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of the Premises or on any part of the interior of the Premises that is visible from the exterior of the Premises. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising matter or any other things of any kind at the expense of the Tenant.

12. Use. The Premises shall only be used for the purposes set out as follows:

Anderson County Offices

The Premises shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Premises to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Premises which would endanger the health and safety of other tenants or which otherwise creates a nuisance.

13. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk, and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

14. Default.

A. Failure to pay Rent or Failure to Reimburse Landlord for damages or costs. If Tenant fails to pay Rent or fails to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and Landlord shall have the right to terminate this Lease by giving written notice to Tenant and to accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for the Premises and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing the Premises to accommodate a new tenant.

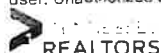
Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or detainer warrant, whether or not Tenant retains the right to possession of the Premises.

B. Cure Period. If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have 5 Business Days ("Cure Period") within which Tenant may cure said breach. In the event such default is curable within the cure period and Tenant has not cured the breach within the Cure Period, Landlord may, at Landlord's option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. If default is not curable within the cure period, but Tenant is diligently pursuing the cure, Landlord may allow Tenant additional days through a separate agreement to cure. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within 6 months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

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15. Rules and Regulations.

- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Premises without prior written permission of Landlord. If all keys to the Premises are not returned when Tenant vacates the Premises, Landlord may charge a re-key charge in the amount of \$ 250 .
- B. Non-operative vehicles are not permitted on the Premises. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, as permitted by applicable law, and Tenant shall have no right or recourse against Landlord thereafter.
- C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or placed on the Premises (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises.
- E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load limits of the Premises. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Premises.
- F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to the Premises between N/A a.m. and p.m., Monday to Friday (*excluding Holidays*); between a.m. and p.m., Saturday; and between a.m. and p.m. Sunday, as applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding Business Day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
- G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of the Premises as herein designated, or which requires clean circuits or other distribution circuits.
- H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of the Premises and Common Area. A copy of any current additional Rules and Regulations are attached in Exhibit and are a part of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant and do not require Tenant's signature to be effective.

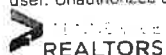
16. Abandonment or Vacating the Premises.

- A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Premises other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Premises may be considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
- B. **Vacating Premises.** If Tenant removes personal property from the Premises and/or ceases to do business at the Premises before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease. Landlord shall then have the right to exercise any of Landlord's remedies as contained herein or as available at law.

17. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

18. Alteration and Improvements. Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to the Premises without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease and any renewal terms or Hold Over periods, Tenant agrees to return the Premises, at Landlord's sole discretion, in its original condition, normal wear and tear excepted.

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298 **19. Destruction of Premises.**

- 299 A. If earthquake, fire, storm, flood or other casualty shall totally destroy (or so substantially damage as to be untenantable)
 300 the Premises, Rent shall abate from the date of such destruction. Landlord, at Landlord's sole discretion, shall have
 301 the right to determine whether restoration of the Premises will be undertaken. Landlord shall have ☒ sixty (60) days
 302 **OR** ☐ _____ days from date of destruction to provide notice to Tenant as to whether restoration shall be
 303 undertaken.

304 If restoration shall not be undertaken, Landlord shall give Tenant ☒ thirty (30) days **OR** ☐ _____ days written
 305 notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the
 306 date of such destruction. If restoration shall be commenced, the restoration of the Premises to a tenantable condition
 307 shall be completed within one hundred eighty (180) days from the date of destruction.

308 In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days
 309 following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

310 In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at Landlord's sole
 311 discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects
 312 to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt
 313 of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties
 314 as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

- 315 B. If the Premises is damaged but not rendered wholly untenantable and/or unusable for its intended purpose by
 316 earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Premises has been damaged
 317 as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord) and Landlord
 318 shall restore the Premises as reasonably quickly as practicable whereupon all Rent shall commence.

- 319 C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Premises
 320 whether total or partial, is the result of the negligence or intentional acts of Tenant, its contractors, employees, agents,
 321 invitees, guests, or licensees.

- 322 **20. Insurance.** Tenant agrees that during the Term of the Lease and any extensions or Hold Overs thereof, Tenant will carry
 323 and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter
 324 provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name
 325 Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be
 326 carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength
 327 rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of
 328 such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord
 329 before the earlier of (a) the initial entry by contractor/subcontractor upon the Premises for the installation of its equipment
 330 or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any
 331 replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered
 332 to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in
 333 any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional
 334 insureds in the event of nonpayment of premiums or cancellation of policy.

335 Tenant shall comply with all rules and regulations applicable to the Premises issued by the Tennessee Division of Fire
 336 Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything,
 337 or permit anything to be done, on or about the Premises that might adversely affect, contravene, or impair any policies of
 338 insurance that are in force for the Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims,
 339 fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant
 340 indemnifies Landlord from all liability with reference thereto. *[Check all that apply. The sections not marked shall not*
 341 *be part of this Agreement].*

- 342 ☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover
 343 Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products
 344 liability occurring upon, in, or about the Premises. The limits of such policy shall be in such amounts as Landlord may
 345 from time to time reasonably require, but in any event not less than _____ Dollars (\$1,000,000) for each
 346 one million occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance
 347 shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
 348

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- ☒ B. **Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Tenant's interest in its improvements to the Premises, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than one hundred percent (100 %) of full replacement cost as updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Premises from fire, accident, or any other casualty.
- ☒ C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.
- ☒ D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Premises, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than Dollars (\$1,000,000) for each one million occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.
- ☒ E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Premises.

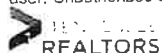
21. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Premises. *[Check all that apply. The sections not marked shall not be part of this Agreement.]*

- ☒ A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Premises. Tenant shall not pay any Property Taxes levied against the Premises.
- ☐ B. **Tenant Shall Pay Percentage Share of Property Taxes.**
- ☐ C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent Tenant's Percentage Share of the amount by which all Property Taxes on the Premises for each tax year exceeds taxes on the Premises for the tax year _____. On or before the first (1st) day of the Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

22. **Common Area Costs.** *[Check one. The sections not marked shall not be a part of this Agreement.]*

- ☒ A. **Landlord Pays All Costs.** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

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☐ **B. Tenant Pays Flat Fee.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent _____ Dollars (\$ _____) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.

☐ **C. Tenant Pays Adjustable Percentage Share.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent Tenant's Percentage Share of the cost of maintenance, operation and repair of the Common Areas for each calendar year of this Lease. On or before the first (1st) day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12th) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement of the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar

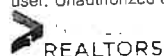
year that has been prepared on the basis of the certified statement. If on the basis of those statements Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

23. Condemnation. If all or any part of the Premises is taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Premises is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Premises, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to the Premises; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

24. Disclaimer. Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Landlord and/or Tenant and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or Tenant. Tenant and Landlord agree that Brokers, their firms and affiliated licensees shall not be responsible for any of the following, including but not limited to, matters which could have been revealed through a survey, title search or inspection of the Property; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement or date of possession; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for termites and other wood destroying organisms; for square footage; for acreage; for the availability and cost of utilities, septic or community amenities; for applicable boundaries of school districts or other school information; for any proposed or pending condemnation actions involving Property; for the tax or legal consequences of this transaction; for the appraised or future value of the Property; and any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions which could affect the Property.

25. Agency and Brokerage.

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A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended.
- (2) A Designated Agent is one who has been assigned by the Managing Broker and is working as an agent for the Landlord or Tenant in a prospective transaction, to the exclusion of all other licensees in the company.
- (3) An Agent for the Landlord or Tenant is a type of agency in which the licensee's company is working as an agent for the Landlord or Tenant and owes primary loyalty to that Landlord or Tenant.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Landlord and the Tenant.
- (6) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible for their own interests and that Broker's role is limited to performing ministerial acts for that unrepresented party;

B. Agency Disclosure.

- (1) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):
 - ☒ the Designated Agent for the Landlord,
 - ☐ the agent for the Landlord,
 - ☐ a Facilitator for the Landlord, OR
 - ☐ a dual agent.
- (2) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):
 - ☐ the Designated Agent for the Tenant,
 - ☐ the agent for the Tenant,
 - ☐ a Facilitator for the Tenant, OR
 - ☐ a dual agent.
- (3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]* Landlord and Tenant are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and Tenant have been advised that:
 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse;
 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
 3. The Landlord and Tenant do not have to consent to dual agency; and
 4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position, unless required to disclose by law.

(4) **Material Relationship Disclosure.** [Required with dual Agency.] The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____ A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Landlord's Initials

Tenant's Initials

C. Brokerage. Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a commission of: [Check all that apply. The sections not marked shall not be part of this Agreement]

☒ Negotiated by separate written agreement.

☐ \$ _____ or _____ % of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ \$ _____ or _____ % of Base Rent, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.

☐ \$ _____ OR _____ % of Base Rent Payable as follows:

☐ _____ % of Commission upon lease execution.

☐ _____ % upon rent commencement or _____ % upon occupancy.

☐ plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period.

☐ Other

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive _____ % of the total real estate commission paid hereunder and the Leasing Broker shall receive _____ % of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

26. Other Provisions.

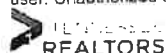
A. Time of Essence. Time is of the essence in this Lease.

B. No Waiver. Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions.

- Landlord as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises.
- Broker shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.
- The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.
- Common Area shall mean all areas and facilities located in the Building or Complex upon which the Premises is located that are provided and designated by Landlord for the general, nonexclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked shall not be a part of this Agreement]:

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| <input checked="" type="checkbox"/> Exterior hallways | <input type="checkbox"/> Lobby | <input type="checkbox"/> Elevator | <input checked="" type="checkbox"/> Driveway | <input checked="" type="checkbox"/> Parking Area |
| <input type="checkbox"/> Terrace | <input type="checkbox"/> Loading Area | <input type="checkbox"/> Restrooms | <input checked="" type="checkbox"/> Trash Facilities | <input type="checkbox"/> Stairs |
| <input checked="" type="checkbox"/> Landscaped Areas | <input checked="" type="checkbox"/> Sidewalks | <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> Exterior windows | |
| <input type="checkbox"/> Other | | | | |

5. Property Taxes shall mean any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against the Premises and/or Common Areas or any legal or equitable interest of Landlord in the Premises and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
6. Tenant's Percentage Share shall mean the proportion that the floor area of the Premises bears to the floor area of the tenantable space in the Building or Complex. The floor area shall be measured on the basis of exterior dimensions except walls of the Premises which are common walls separating the Premises from premises occupied by other tenants. In such floor area shall be measured from the center line of the common wall. Tenant's Percentage Share in the Building or Complex is six percent (6 %).
7. Business Days shall mean Monday through Friday, excluding Holidays.
8. Bank Days shall mean Monday through Saturday at noon, excluding Holidays.

D. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant. It is hereby agreed by both Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority to bind the Landlord, Tenant or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement.

E. Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. Indemnification. Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Broker, Broker's firm, and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Premises due to Tenant or Tenant's invitees, licensees or employees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Broker, Broker's Firm or Broker's affiliated licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against the Premises as a result of Tenant's actions.

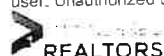
G. No Partnership. Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation. Tenant shall not record this Lease or any short form memorandum thereof without Landlord's prior written consent.

I. Right to Relocate. Landlord has the right to relocate Tenant, at Landlord's expense, during the term of the Lease or any renewal thereof, within the Building or Complex. Landlord shall provide Tenant with written notice thereof. Thereafter Tenant shall have 30 days from receipt of written notice to elect to relocate or terminate the Lease, except as otherwise provided herein.

J. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

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600	Landlord's address:	Tenant's address:
601	3310 Real Estate Partnership	Anderson County Trustee and Anderson County Clerk
602	10255 Kingston Pike	3310 Andersonville Hwy Suite B
603	Knoxville, TN 37922	Andersonville, TN 37705
604	Email 3310realestate@gmail.com	Email

K. Governing Law and Venue. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.

L. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

M. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following Business Day.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

N. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

O. Equal Opportunity. This Property is being leased without regard to race, color, sex, religion, handicap, familial status, or national origin.

27. Sale of the Premises to Tenant. Landlord shall pay Leasing Broker a commission in the amount of _____ percent (_____ %) and Listing Broker a commission in the amount of _____ percent (_____ %) of the gross sales price at closing or as determined in the Special Stipulations paragraph of this Agreement if Tenant acquires from Landlord title to Premises or any part thereof of any property as an addition, expansion, or substitution for the Premises during the Term of this Lease, any renewals thereof, or within one (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease.

28. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

29. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

Tenant shall pay the yearly Base Rent in one lump sum on the anniversary of the Lease Commencement Date. The yearly Base Rent shall be paid this way for the One (1) Year Base Term. August 13th, 2024 will be the end of the One (1) Year Base Term.

In lieu of a Damage Deposit, Anderson County shall be held financially responsible when exiting the end of the Lease Term of said space in the Shopping Center and return the space in the same condition as when space was turned over to Anderson County.

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CF422 – Commercial Lease Agreement (Multiple – Tenant Facilities), Page 13 of 15

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651 ☐ (Mark box if additional pages are attached.)

652 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have
 653 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is
 654 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.


655 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this
 656 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have
 657 received a copy of this Agreement.

658 **IN WITNESS WHEREOF,** the parties hereto have set their hand and seal.


659 The party(ies) below have signed and acknowledge receipt of a copy.

660		
661	TENANT	TENANT
662	By: _____	By: _____
663	Title: _____	Title: _____
664	Entity: _____	Entity: _____
665	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
666	Date	Date
667		
668	LANDLORD	LANDLORD
669	By: _____	By: _____
670	Title: _____	Title: _____
671	Entity: _____	Entity: _____
672	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
673	Date	Date
674	Emergency # for repairs	Emergency # for repairs
675		
676		

677 The party(ies) below have signed and acknowledge receipt of a copy.

678		_____
679	BY: Broker or Licensee Authorized by Broker	Leasing Broker/Firm
680	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
681	Date	Date
682	PRINT/TYPE NAME	PRINT/TYPE NAME
683		

684 The party(ies) below have signed and acknowledge receipt of a copy.

685		_____
686	BY: Broker or Licensee Authorized by Broker	Listing Broker/Firm
687	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
688	Date	Date
689	Tim Duff	PRINT/TYPE NAME
690	PRINT/TYPE NAME	

APPROVED AS TO LEGAL FORM

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Exhibit A – Legal Description of Premises

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3310 Andersonville Hwy, Andersonville, TN 37705 Suite B

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 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date July 1, 2024		End Date June 30, 2029		Agency Tracking # 35910 - 10280	Edison ID 80900
Grantee Legal Entity Name Anderson County Trustee					Edison Vendor ID 4143
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end: June 30			
Service Caption (one line only) Juvenile Court State Supplement Funds					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	9,000.00	0.00	0.00	0.00	9,000.00
2026	9,000.00	0.00	0.00	0.00	9,000.00
2027	9,000.00	0.00	0.00	0.00	9,000.00
2028	9,000.00	0.00	0.00	0.00	9,000.00
2029	9,000.00	0.00	0.00	0.00	9,000.00
TOTAL:	45,000.00	0.00	0.00	0.00	45,000.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection		Describe the competitive selection process used.			
<input checked="" type="checkbox"/> Non-competitive Selection		DCS is making an appropriation to all Tennessee County Juvenile Courts to fund a Youth Services Officer to offer technical assistance and support to the court and court staff.			
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 80900
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
Anderson County Trustee**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County Trustee, hereinafter referred to as the "Grantee," is for the provision of Juvenile Court State Supplement Funds, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4143

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 Grant may be used to meet the local and state matching requirement in whole or in part for federal juvenile justice funds to employ a Youth Services Officer.
- A.3. The Grantee shall employ or have in its employ a Youth Services Officer to be appointed and supervised by the court exercising juvenile jurisdiction. For the county to be eligible to receive these funds, Youth Services Officer employed by the county shall meet the requirements specified below. The juvenile court shall provide the county or the Tennessee Department of Children's Services upon request, with written documentation that the Youth Services Officer meets these requirements:
 - A.3.a. **Qualifications.** A Youth Services Officer shall have completed sixty (60) semester hours or ninety (90) quarter hours of undergraduate credit from an accredited college or university with the major area of study in juvenile justice, criminal justice, or a social science related field. For Youth Services Officers, priority consideration should be given to applicants with fifteen (15) or more semester hours or twenty-two (22) or more quarter hours in psychology, sociology, criminal justice, social work, guidance and counseling, or a related field. The juvenile court shall provide upon request an official transcript for any Youth Services Officer appointed by the court.
 - A.3.b. **Employment Status.** The juvenile court shall submit written documentation to the county or the Tennessee Department of Children's Services of the number of hours worked by the Youth Services Officer. Definitions of full-time and part-time employment shall be as follows:
 - 1. A full-time Youth Services Officer shall work the number of hours designated by the county as full-time.
 - 2. A part-time Youth Services Officer shall work at least 18.5 hours per week.
 - A.3.c. **Training.** In the first year of employment a Youth Services Officer will complete forty hours (40) of training approved by the Tennessee Department of Children's Services. After the first year of employment, each Youth Services Officer will complete a total of twenty (20) hours of training each fiscal year. In a county where there is more than one Youth Service Officer (YSO), each YSO will complete fifteen (15) hours of annual training. YSO Supervisors or part-time YSO's will complete fifteen (15) hours of annual training each fiscal year.
 - A.3.d. **Duties.** The duties of a Youth Services Officer shall be those described in the Tennessee Code Annotated, Section 37-1-106. Courts using these funds shall submit record-keeping forms each month to the Tennessee Council of Juvenile and Family Court Judges as required by the Council.

- A.4. The Grantee shall submit Tennessee Department of Children's Services Office of Juvenile Justice State Supplement Funds Bi-Annual Report on a form provided by the Tennessee Department of Children's Services describing quarterly expenditures, whether the Youth Services Officer is a full-time or part-time employee, the number of hours worked during the quarter by the Youth Services Officer, information about the training received by the Youth Services Officer and a statement of impact on improving juvenile court services.
- A.4.a. The juvenile court shall, upon request, provide the county with information necessary to complete this report.
- A.4.b. Bi-Annual reports shall be due on or before January 15 and July 15.
- A.4.c. The Tennessee Department of Children's Services may contact any county during the fiscal year to inquire into and evaluate the county's use of funds.
- A.4.d. Failure to submit Bi-annual reports may result in loss of state juvenile justice supplement funds for the immediately following fiscal year.
- A.5. The Grantee shall provide, in counties where more than one court exercises juvenile jurisdiction, each juvenile court with an equitable share of the county's allocation as determined by percentage of juvenile intakes or some other appropriate measure approved by the Deputy Commissioner of Juvenile Justice of the Tennessee Department of Children's Services.
- A.6. The Grantee shall pool, if mutually desired, with another county, state juvenile justice supplements for use in projects to improve juvenile court services in the affected counties.
- A.7. The Grantee shall comply with all applicable rules of the Tennessee Department of Children's Services currently in effect or as amended from time to time.
- A.8. The Grantee shall use state juvenile justice supplement funds to improve juvenile court services and/or to provide community alternatives to detention. The juvenile court shall provide the county or the Tennessee Department of Children's Services upon request, the information necessary to verify that these funds were expended in accordance with these rules. These funds shall not be expended as set out below:
 - a. The funds appropriated to a county in a given fiscal year shall not be used to supplant county expenditures for juvenile court services made in that or any other fiscal year.
 - b. The funds shall not be used in construction of or remodeling of jail facilities where any adults alleged to have committed or who have been convicted of a criminal offense are detained.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2029, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty-Five Thousand Dollars (\$45,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachments A, -A1, A-2, A-3 and A-4 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:

Venus Singleton | Administrative Service Assistant
Department of Children's Services
Office of Juvenile Justice
UBS Tower-9th Floor
315 Deaderick Street
Nashville, TN 37243
Phone: 615-741-9725
E-Mail: Venus.Singleton@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 Children's Services, Juvenile Court Prevention Services.
 - (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. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from 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 amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- 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, in form and substance acceptable to the State.
- a. 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, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. 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.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract 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.
 - d. The Grantee must close out its accounting records at the end of the Term 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:

Venus Singleton | Administrative Service Assistant
Department of Children's Services
Office of Juvenile Justice
UBS Tower-9th Floor
315 Deaderick Street
Nashville, TN 37243
E-Mail: Venus.Singleton@tn.gov
Phone: 615-741-9725

The Grantee:

Tracy Spitzer
Anderson County Trustee
101 S Main Street, Suite 200
Clinton, TN 37716
Email: tspitzer@andersoncourts.org
Phone: 865-457-6222
Fax: 865-264-6249

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. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- 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.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- 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—200.327 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 offence 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.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601

through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E. 5. Title VI of the Civil Rights Act of 1964. The Grantee shall adhere to the requirements of Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d, which states that "No person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." The Grantee shall have in place or available a process to

assist qualified persons of the provided service who may be limited in their English proficiency (LEP).

The Grantee shall deliver to the State on or before July 31st of each fiscal year an implementation plan that describes the Grantee's long-range goals and objectives that will guide the Grantee's efforts to ensure compliance with Title VI of the Civil Rights Act of 1964 pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Program. Title VI plans must be submitted no later than July 31st of each year to the Tennessee Department of Children's Services, Division of Diversity Initiatives.

IN WITNESS WHEREOF,

Anderson County Trustee:

GRANTEE SIGNATURE

DATE


PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Department of Children's Services:

Marjorie J. Quin, Commissioner

DATE

APPROVED AS TO LEGAL FORM


N. Jay Yeager
Anderson County Law Director

ATTACHMENT A

GRANT BUDGET				
Anderson County Trustee				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2024 END: June 30, 2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	0.00	0.00	9,000.00
4. 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	0.00
11 12	Travel, Conferences & Meetings	4,500.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	9,000.00	0.00	9,000.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT A-1

GRANT BUDGET				
Anderson County Trustee				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2025 END: June 30, 2026				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	0.00	0.00	9,000.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	0.00
11 12	Travel, Conferences & Meetings	4,500.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	9,000.00	0.00	9,000.00

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: <https://www.in.gov/finance/looking-for/policies.html>).

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

ATTACHMENT A-2

GRANT BUDGET				
Anderson County Trustee				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2026 END: June 30, 2027				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	9,000.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	4,500.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	9,000.00	0.00	9,000.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT A-3

GRANT BUDGET				
Anderson County Trustee				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2027 END: June 30, 2028				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	0.00	0.00	9,000.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	0.00
11 12	Travel, Conferences & Meetings	4,500.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	9,000.00	0.00	9,000.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT A-4

GRANT BUDGET				
Anderson County Trustee				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 1, 2028 END: June 30, 2029				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	0.00	0.00	9,000.00
4 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	4,500.00	0.00	0.00
11 12	Travel, Conferences & Meetings	4,500.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	9,000.00	0.00	9,000.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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



Term:
10-9-23 - 10-9-27
No Auto Renewal

PAYMENT PROCESSING AGREEMENT FOR SUB-MERCHANTS

This Payment Processing Agreement for Government Sub-merchants ("Agreement") sets forth the terms and conditions that govern the Merchant Services to be provided by i3 Verticals, LLC dba BIS ("Provider") to its registered sub-merchants ("Sub-merchant"). Merchant Services include payment processing services provided by Provider as an agent of WorldPay, LLC ("Processor"), 8500 Governors Hill Dr. Cincinnati, OH 45249, Provider and Fifth Third Bank (as such bank may change from time to time, the "Member Bank") pursuant to a Payment Facilitator Merchant Agreement ("Processing Agreement") and payment gateway services. Processor and Member Bank are collectively referred to as "Acquirer". Provider is required to enter into this Agreement with its customers, who are "Sub-merchants" for purposes of this Agreement and the Processing Agreement. *Sub-merchant has registered to receive the Merchant Services more fully described at www.i3verticals.com or www.bisonline.com (collectively, the "Website").*

Sub-merchant has submitted an Application, the terms of which are incorporated herein. By its acceptance of the Application, Provider agrees to provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement to facilitate Sub-merchant's acceptance of credit and debit card payments for goods and services provided to Cardholders. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc ("VISA"), Discover Financial Services, LLC ("Discover"), and Other Networks (defined below) (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments.

Provider and Sub-merchant agree as follows:

1. Definitions. Unless otherwise defined above, all capitalized terms used in this Agreement shall have the meanings given to them herein or in Appendix A attached to this Agreement.
2. Services. Provider is a registered PSP and Payment Facilitator as provided for in the Operating Regulations. Pursuant to the Processing Agreement, Provider has arranged for Processor to acquire, process and settle payment for transactions initiated by Sub-merchant's Payors, by means of Instruction Based Funding. Such acquiring, processing, and settlement shall be made in accordance with the Operating Regulations using the channels set forth in the Application, which include: credit/debit card and EFT (electronic funds transfer) payments through the Website, (collectively "Payments"). Subject to processing delays and risk holds, Provider has made arrangements as a Payment Facilitator to cause Payments to be made to Sub-merchant. Processor will periodically transfer Payments to Sub-merchant's Account based upon instructions provided by Provider via Instruction Based Funding.
3. Authorization. Sub-merchant hereby authorizes Provider to facilitate the crediting and debiting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account, debiting for chargebacks, refunds and reversals, and performing underwriting and screening of its Application, including checks of Sub-merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Association. We reserve the right to suspend or terminate provision of Services to you at any time if we determine that your activities (a) violate our Underwriting Policies or this Agreement; (b) are listed on the Restricted Businesses List; or (c) otherwise reflect negatively on the brand or reputation of i3, Processor or Member Bank. Sub-merchant hereby authorizes Provider to facilitate the debiting and crediting of the bank account described in its Application ("Bank Account"), for purposes of depositing Payments to Sub-merchant's Bank Account. Sub-merchant agrees keep this bank information up-to-date with Provider at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to its Payors. Provider shall in no event be liable for any damages directly or indirectly resulting from incorrect bank information.
4. Sub-merchant Responsibilities.
 - 4.1. Sub-merchant agrees to execute a direct processing agreement with Processor, in the form of the Merchant Services Agreement for Sub-merchants provided by Processor, as a supplement to this Agreement, and will provide Provider with a copy of such agreement upon request. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) is processed through and on behalf of Sub-merchant in any 12-month period, Sub-merchant will automatically be deemed to have accepted, and will be bound by, the Direct Merchant Processing Agreement attached hereto as Appendix B.
 - 4.2. Sub-merchant will permit Provider to perform risk monitoring functions as required by the Operating Regulations and Rules Summary.
 - 4.3. Sub-merchant will notify Provider immediately of any Payor disputes or other matters that require escalation to Processor and immediately forward any notices received by Sub-merchant concerning a disputed payment transaction.
 - 4.4. Sub-merchant will assure that only sales transactions produced as the direct result of bona fide sales to Payors for such identified products and/or services are completed and delivered to Provider for processing.
 - 4.5. Sub-merchant will restrict access to ID's and passwords to access the Services and will disclose such IDs and passwords to its employees and agents on an as-needed basis, only as necessary for the use of the Services.
 - 4.6. Sub-merchant will promptly notify Provider in the event Sub-merchant becomes aware of any unusual or suspicious activity regarding its customers and will cooperate with Processor, Provider, Member Bank and the Associations, as

applicable, in connection with any investigation of its customers' background or activity.

4.7. Sub-merchant is solely responsible for the security of data residing on the servers owned, controlled or operated by Sub-merchant. Sub-merchant will comply with all state and federal laws, including without limitation laws regarding disclosure to customers on how and why personal information and financial information is collected and used.

4.8. Subject to federal and Tennessee laws, Sub-merchant agrees not to use, disclose, sell or disseminate any cardholder information obtained in a card transaction except for purposes of authorizing, completing and settling card transactions and resolving chargebacks, retrieval requests or similar issues involving card transactions. Subject to federal and Tennessee laws, Sub-merchant acknowledges that neither Provider or Processor shall be liable for any improperly processed transaction or illegal or fraudulent access to Sub-merchant's account, Sub-merchant's IDs and passwords, any end-user data or transaction data.

4.9. Sub-merchant acknowledges and agrees that it is responsible for its employees' actions as provided by Tennessee law, it will notify Provider of any third party that will have access to cardholder data, and it will immediately report all instances of a data breach to Provider immediately after it identifies an incident.

4.10. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to the Bank Account to effect the transactions contemplated by this Agreement ("Payments"). Sub-merchant and Provider will mutually agree upon the provision of reporting and exchange of data as may be required by Provider to monitor and manage the activity relative to the Bank Account including any transfers to and from the Bank Account.

5. Sub-merchant Prohibitions. Sub-merchant acknowledges and agrees that the prohibited actions described below ("Prohibited Actions") are actions which may mislead, disadvantage, defraud or damage any, or all of, the following entities: (a) a Payor; (b) the issuing bank; (c) the settlement bank; (d) the Associations; (e) Provider; (f) Processor; or (g) the Member Bank. Sub-merchant agrees that it must take all available steps and precautions to prevent fraud, theft, or misappropriation of Payor data. Sub-merchant agrees that it will not take any of the following Prohibited Actions and it will not permit a third party under its control to take the actions described in this Section 5 in any situation where it has knowledge of such actions. Subject to provisions of Tennessee law, Sub-merchant is deemed to be responsible for and to control the conduct of its employees, contractors, customers, and representatives and ensure their compliance with applicable laws and the Operating Regulations, including the ownership and use of Association Marks.

5.1. Sale Transactions. Sub-merchant will not submit any sales transaction to Processor: (a) that adds any surcharge to the transaction, except to the extent authorized by the Operating Regulations or Applicable Law; (b) that adds any tax to the transaction, unless Applicable Law expressly allows for the customer to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately; (c) that represents the refinancing or transfer of an existing Payor obligation that is deemed to be uncollectible or arises from the dishonor of a Payor's personal check or from the acceptance of a Card at a terminal that dispenses scrip; (d) that Sub-merchant knows or should have known to be fraudulent or not authorized by the Payor, or that it knows or should have known to be authorized by a customer colluding with Sub-merchant for a fraudulent purpose; (e) until after the services are performed, and/or Sub-merchant has completed the transaction, unless Sub-merchant has obtained Payor consent for a recurring transaction; (f) where a valid authorization was required but not obtained; (g) where multiple authorizations for amounts less than the total sale amount have been obtained; (h) which results in a disbursement of cash or cash equivalent to a Payor; (i) that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Operating Regulations; (j) for any purposes related to pornography or any activity that is illegal in either the Sub-Merchant's or Provider's jurisdiction, including but not limited to money-laundering or financing of terrorist activities; (k) that was previously charged back to the Acquirer and subsequently returned to the Sub-merchant, irrespective of Cardholder approval; (l) request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations and/or the Payment Facilitator Agreement between Processor and Provider, including CVV2.

5.2. Minimum and Maximum Transaction Amounts.

(a) A Sub-merchant may set a minimum transaction amount to accept a Card that provides access to a credit account, provided the minimum transaction amount does not (i) differentiate between Issuers, (ii) differentiate between Mastercard and another acceptance brand; and (iii) exceed USD 10 (or any higher amount established by the Federal Reserve by regulation).

(b) A Sub-merchant may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: (i) the Sub-merchant is a department, agency or instrumentality of the U.S. Government, a corporation owned or controlled by the U.S. Government, or whose primary business is reflected by MCC 8220 (Colleges, Universities, Professional Schools, Junior Colleges), 8244 (Schools, Business and Secretarial) or 8249 (Schools, Trade and Vocational); and (ii) the maximum transaction amount does not differentiate between Issuers or between Mastercard and another acceptance brand.

5.3. Refund Transactions. Sub-merchant will not submit any refund transaction to Processor: (a) that does not correlate to an original sales transaction from the Payor; (b) that exceeds the amount shown as the total on the original sale transaction; (c) more than three (3) business days following either: (i) a regulatory requirement granting a Payor's right to a refund; or (ii) a non-disputed Payor request.

5.4. Other Prohibited Activities. Sub-merchant will not: (a) use any Payor data or other transaction data for any purpose not authorized by this Agreement; (b) unless required by federal or Tennessee law, disclose any Payor data or other transaction data to any entity except for necessary disclosures to affected Payors, and through Processor to affected Association entities (c) provide to Processor or Provider any inaccurate, incomplete, or misleading information; (d) fail to provide Provider with timely notification of events that have caused or could cause material changes in the Sub-merchant's ability to fulfill its obligations under this Agreement, including but not limited to (i) adverse changes in Sub-merchant's financial health; (ii) adverse changes in Sub-merchant's business conditions or environment; (iii) actions by governmental or non-governmental agencies; (e) transfer or attempt to transfer its financial liability by asking or

requiring Payors to waive their dispute rights; (f) submit transactions on behalf of another entity that the Associations would consider a sub-ISO, Payment Service Provider (PSP), Provider, or any third party payment provider; (g) submit transactions for entities that do not have their principal places of business in the United States; (h) require a Cardholder to complete a postcard or similar device that includes the Cardholder's Account Number, Card expiration date, signature, or any other Card account data in plain view when mailed; (i) request or use an Account Number for any purpose other than as payment for its goods or services; (j) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from the Sub-merchant; (k) disburse funds in the form of cash, unless the Sub-merchant is participating in full compliance with a program supported by an Association for such cash disbursements or such disbursement is in the form of travelers cheque, TravelMoney cards, or foreign currency, in which case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency plus any commission or fee charged by the Sub-merchant or (ii) the Sub-merchant is participating in the Cash Back service; (l) deposit an electronic or paper record of a transaction (or a copy), generated at the point-of-transaction that does not result from an act between the Cardholder and the Sub-merchant; (m) interchange any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to the Sub-merchant, irrespective of Cardholder approval, or (n) bill or collect from any Cardmember for any purchase or payment on the Card unless Chargeback has been exercised, the Sub-merchant has fully paid for such Charge, and it otherwise has the right to do so.

6. Parties to the Agreement; Entire Agreement. This Agreement constitutes the agreement required by the Processing Agreement between Provider and its sub-merchants. In addition, the Sub-merchant may be required under the Processing Agreement to enter into a direct processing agreement with Processor ("Direct Processing Agreement") as set forth in Section 4.1 of this Agreement. This Agreement and the Direct Processing Agreement, if applicable, shall constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement shall not be superseded or replaced by the Direct Processing Agreement. In the event of a conflict between the terms of this Agreement and the Direct Processing Agreement, the terms of the Direct Processing Agreement shall control.
7. Representations and Warranties; Authorization. Sub-merchant hereby represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary appropriate authorizing actions of Sub-merchant; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment involving Sub-merchant; that the execution, delivery and performance of the Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which Sub-merchant is bound; that the Agreement is valid and enforceable in accordance with its terms against Sub-merchant as if each Sub-merchant had signed the Agreement; and that Sub-merchant will be bound by any amendments and modifications to the Agreement agreed to by Provider.
8. Data Security and Privacy. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Operating Regulations, the Payment Card Industry Data Security Standards ("PCI-DSS"), the VISA Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection Program ("SDP"), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS ("Payment Application Data Security Standards") (collectively, the "Security Guidelines"). Sub-merchant may review the VISA, MasterCard, American Express and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/customers/> and www.mastercard.com/us/Sub-merchant/ and www.americanexpress.com/merchanttopguide and www.discovernetwork.com/customers/. Sub-merchant will comply with the Card acceptance and website requirements set forth in the Operating Regulations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of foreign Assets control ("OFAC") and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. Sub-merchant represents to Provider that it does not have access to Card information (such as the Cardholder's account number, expiration date, and CVV2) and will not request access to such Card information from Provider. In the event that Sub-merchant receives such Card or other personal information of its customers in connection with the processing services provided under this Agreement, Sub-merchant agrees that it will not use it for any fraudulent purpose or in violation of any Card Organization Rules, including but not limited to PCI-DSS or Applicable Laws. If at any time Sub-merchant believes that customer personal information has been compromised, Sub-merchant must notify us promptly and assist in providing notification to the proper parties. Sub-merchant must ensure compliance by itself and any third party service provider utilized by Sub-merchant, with all security standards and guidelines that are applicable to Sub-merchant and published from time to time. Provider will not be responsible for unauthorized use or access to customer's personal information or financial data by Sub-merchant, Sub-merchant's employees, or any other party associated with Sub-merchant, except to the extent such use or access is due to Provider's fault or negligence. If any Card Organization requires an audit of Sub-merchant due to a data security compromise event or suspected event, Sub-merchant agrees to cooperate with such audit. Sub-merchant may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to Sub-merchant, or as specifically allowed by Card Organization Rules, Operating Regulations, or as required by law. Provider may use any and all information gathered in the performance of the Services or the operation of the Website in accordance with its Privacy Policy. In addition, Sub-merchant agrees that Provider may use such information for any lawful purpose including marketing and deriving statistics regarding its Website and the Services.
9. Modification of this Agreement or the Services. Provider may from time to time propose amendments to this Agreement or the Services and Website, including without limitation a change to the pricing, terms or products offered; provided, however, that Provider will not modify the Services in a manner that would adversely affect Sub-merchant's use thereof, without providing at least ten days' prior notice to Sub-merchant of any such proposed modification; provided further that an amendment of this Agreement shall be approved by Sub-merchant.
10. Fees. Sub-merchant shall pay the fees as described and in the amounts set forth in the Application, if any. Customers of Sub-

merchant may be required to pay fees in order to make online Payments, if provided for in the enrollment documentation for the Services. Sub-merchant is responsible for disclosing all customer-paid fees to customers. Provider may grant or deny customers the ability to use the Provider Services for failing to abide by applicable rules. Provider reserves the right to modify and amend all fees payable for the Services upon ten days' notice and approval of Sub-merchant.

11. Term and Termination.

11.1. This Agreement shall commence on 10-9-23, 2023 and shall continue until terminated as set forth below. *Term: 10-9-23 - 10-9-27 NO Auto Renewal*

11.2. Notwithstanding the foregoing, Provider may immediately cease providing Services and/or terminate this Agreement without notice if: (i) Sub-merchant fails to pay any amount to Provider or Processor when due, (ii) Provider has received a request from Processor, Member Bank, or the Associations to terminate this Agreement; (iii) Provider believes that the provision of a service to Sub-merchant may be a violation of the Operating Regulations or any Applicable Laws; (iv) Provider believes that Sub-merchant has violated or is likely to violate the Operating Regulations or Applicable Law; (v) Provider determines that Sub-merchant poses a financial or regulatory risk to Provider or an Association, (vi) the Processing Agreement is terminated for any reason; (vii) any Association deregisters Provider; (viii) Processor or Member Bank ceases to be a member of or to participate in programs affiliated with the Associations that permit them to offer the Services; (ix) Provider fails to have the required licenses or registrations, or is the subject of any regulatory enforcement action in connection with any Applicable Law.

12. Disclaimer, Limitation of Liability.

12.1. Sub-merchant agrees to notify Provider by a written communication with Provider of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Sub-merchant hereby authorizes Provider to assert any such claim against Processor on its behalf, and to take all steps deemed necessary or appropriate in connection with such claim.

12.2. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, and to the extent permitted by Tennessee law, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither Processor, Sub-merchant Bank, nor Provider shall be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Processor, Member Bank and Provider shall be excused until the cause for the delay has been removed and Processor, Sub-merchant Bank, and Provider have had a reasonable time to again provide the Services Any restriction on Provider' liability under this Agreement shall apply in the same manner to Processor and Member Bank.

12.3. Sub-merchant acknowledges and agrees that: (i) Sub-merchant's receipt of Payments are transactions between Sub-merchant and the relevant Payor who is a customer of Sub-merchant and not with Provider or any of Provider' affiliates; (ii) Provider is a Payment Facilitator for Sub-merchant and is not a party to any transaction; and (iii) funds processed by Processor or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Sub-merchant's benefit by any governmental agency.

13. Miscellaneous. At any reasonable time upon reasonable notice to Sub-merchant, Sub-merchant shall allow auditors, including the auditors of Provider, any Association or any third party designated by Provider, Processor or the applicable Association, to review the files held and the procedures followed by Sub-merchant at any or all of Sub-merchant's offices or places of business relating to this Agreement. Provider may propose amendments to this Agreement upon notice to Sub-merchant. This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Tennessee without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Provider and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provisions will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, Ohio. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Provider or Sub-merchant.

Sub-merchant:

By: _____

Name: _____

Title: _____

Provider:

By: _____

Name: Paul Maple

Title: General Counsel & Secretary



APPENDIX A DEFINITIONS

Definitions. As used in the Agreement, the following terms mean as follows:

"Application" means the application for the Services, Credit Card Processing Form, or other documentation required by Provider and completed and delivered by Sub-merchant as a prerequisite for participating in the Services.

"Applicable Laws" shall mean all applicable state, federal, and local laws, rules and regulations, including without limitation, the Bank Secrecy Act, the implementing regulations issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission, as well as any and all other federal and state anti-money laundering laws and regulations.

"Bank Account" shall mean the Sub-merchant's bank account identified in its Application or other documentation provided to Provider to set up the Services.

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other forms of payment accepted by Processor, for which pricing is set forth in the account opening documentation.'

"Force Majeure Event" shall mean errors in data provided by Sub-merchant or others, labor disputes, fire, weather or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Processor's, Member Bank's, or Provider's reasonable control.

"Gateway Services" means the delivery of payment transaction authorization and settlement data to and from Merchants and transaction processors, and related services provided by Reseller.

"Instruction Based Funding" shall mean the process for funding Sub-merchant's transactions, as more fully described in Attachment A.

"Sub-merchant Supplier" shall mean a third party other than Processor used by Sub-merchant or a Provider in connection with the Services received hereunder, including but not limited to, Sub-merchant's software providers, equipment providers, and/or third party processors.

"Operating Regulations" shall mean the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks, and all other applicable rules, regulations and requirements of Processor, Member Bank, Provider, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of Provider, including, but not limited to, those of the National Automated Clearing House Association ("NACHA") and the Federal Trade Commission ("FTC"), as any or all of the foregoing may be amended and in effect from time to time.

"Other Network" shall mean any funds transfer network, including without limitation the network operated by NACHA, or card association other than VISA, MasterCard, or Discover that is identified in the Price Schedule or any subsequent amendment to this Agreement and in which Provider participates pursuant to the Processing Agreement.

"Payments" shall mean payments initiated by Payors using a Card or by means of ACH transfer.

"Payment Facilitator" shall have the meaning given that term in the Operating Regulations.

"Payment Processing" shall mean the process for funding Sub-merchant's customer's sales transactions, as more fully described in Attachment A.

"Payor" shall mean any customer of Sub-merchant who authorizes a payment to Sub-merchant, or who authorizes Sub-merchant to initiate a payment to the credit of Sub-merchant's account, and for purposes hereof, "Payor" shall include a Cardholder.

"PSP" shall mean Payment Service Provider, as defined in the Operating Regulations.

"Rules Summary" shall mean the Processor's Bank Card Sub-merchant Rules and Regulations, as amended from time to time, which are at all times consistent with the Operating Regulations.

"Services" shall mean any and all services described in, and provided by Provider to Sub-merchant in support of Sub-merchant's

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role as a Provider or PSP, as defined in the Operating Regulations.



ATTACHMENT A PAYMENT PROCESSING

A. Sub-merchant agrees that it will take all steps necessary to assist Provider in complying with its obligations under the Operating Regulations and Applicable Laws related to the settlement of sales transactions, including but not limited to filing of quarterly or other reports required under the Operating Regulations.

The Associations make excerpts of their Operating Regulations available online, including via:

<https://www.mastercard.us/en-us/business/overview/support/rules.html>

<https://usa.visa.com/support/consumer/visa-rules.html>

<https://www.americanexpress.com/merchantsopguide>

https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dqn/pdfs/MIT-Implementation-Guide.pdf

Each applicable Association's complete Operating Regulations are incorporated by reference into this Agreement and will control with respect to any conflict in terms between this Agreement and such Operating Regulations. Sub-merchant will not discriminate against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of an Association's marks, and each transaction acquired hereunder. Sub-merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations and will cooperate with any audit requested by an Association until such audit is completed.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, Sub-merchant may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party. Sub-merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third-party beneficiary of this Agreement and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sub-merchant.

B. Sub-merchant will establish and maintain its Bank Account with a financial institution to credit the payments and fees Sub-merchant charges its customers. Sub-merchant authorizes Processor and Member Bank to initiate and make transfers to the Bank Account to effect the transactions contemplated by this Agreement ("Payments").

C. During the term of this Agreement and for no less than one year thereafter, Sub-merchant will maintain a positive balance in the Bank Account at all times sufficient to accommodate all funding required by this Agreement. If at any time a deficit balance exists in the Bank Account, Provider shall give Sub-merchant written notice of such deficit and Sub-merchant shall have two (2) business days to cure such deficit and Provider reserves the right to require that Sub-merchant maintain a minimum balance in the Bank Account in an amount to be reasonably determined by Provider. Any fees, interest expenses or other expenses with respect to the Bank Account will be the sole responsibility of Sub-merchant and will be paid directly by Sub-merchant.

D. Processor may limit Sub-merchant's eCheck activity under this Agreement if necessary to maintain such limit. Sub-merchant acknowledges and agrees that Provider may at any time determine to restrict the amount or type of transactions Provider or Processor is willing to accept based on standards established and administered by Processor in its sole discretion. Processor and/or Member Bank may reject any ACH entry ("Entry") which does not comply with the requirements of this Agreement, the NACHA Operating Regulations, Applicable Law or Member Bank's or Processor's requirements and specifications.

E. The terms of this Attachment A do not modify Sub-merchant's due diligence obligations, including, without limitation, Sub-merchant's responsibility to satisfy all applicable anti-money laundering (AML) policies. Sub-merchant will ensure that each customer authorizes Processor to initiate credit and debit ACH entries to the customer's Bank Account.

F. Each time Sub-merchant transmits an Entry to Processor or Member Bank, Sub-merchant represents and warrants to Processor and Member Bank that:

- (1) The Originator has authorized Sub-merchant to transmit Entries to Processor and Member Bank on behalf of Sub-merchant, in a manner that complies with the NACHA Operating Regulations, for processing and transmittal by Processor and Member Bank through the ACH system, which authorization has not been terminated and is in full force and effect, and Sub-merchant has agreed to make payment for any credit Entries originated and for any debit Entries returned by the RDFI;
- (2) Sub-merchant agrees to be bound by the NACHA Operating Regulations and to not initiate transactions in violation of United States law, and agrees to assume the responsibilities and perform the obligations of an Originator under the NACHA Operating Regulations;
- (3) Each Receiver of an Entry has authorized, in a manner that complies with the requirements of the Operating Regulations, Sub-merchant, as an agent of Sub-merchant, to initiate the Entry, and no

- (4) such authorization has been revoked;
Sub-merchant has no knowledge of the revocation of the Receiver's authorization or the termination

- (5) of the agreement between the RDFI and the Receiver concerning the Entry; and
The Entry accurately reflects the entry data furnished to Sub-merchant and does not violate any agreement between Originator and Sub-merchant.

G. In the event the Sub-merchant accepts American Express, Sub-merchant agrees:

- (1) To comply with, and accept Cards in accordance with, the terms of its Provider Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time.
- (2) That the American Express Merchant Operating Guide is incorporated by reference into the Provider Merchant Agreement. (available here: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf). Sub-merchant expressly authorizes payment facilitator to submit transactions to, and receive settlement from, American Express on behalf of the Sub-merchant.
- (3) To American Express disclosures and consents necessary for (i) Provider to collect and disclose Transaction Data, Sub-merchant Data, and other information about the Sub-merchant to American Express; and (ii) American Express to use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the Program Agreement, and important transactional or relationship communications from American Express.
- (4) To provide a marketing opt-out mechanism for Sub-merchants. Such mechanism should contain a clear disclosure to Sub-merchant that opting-out of marketing messages will not preclude them from receiving important transactional or relationship communications from American Express.
- (5) It may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV Merchant in accordance with Section 10.5, "High CV Merchant Conversions".
- (6) That, upon conversion, (i) the Sub-merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Sub-merchant for Card acceptance.
- (7) It shall not assign to any third party any payments due to it under their respective Provider Merchant Agreement, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Sub-merchant may sell and assign future Transaction receivables to payment facilitator, its affiliated entities and/ or any other cash advance funding source that partners with payment facilitator or its affiliated entities, without consent of American Express.
- (8) American Express is an intended third-party beneficiary of the rights, but not obligations, of the Provider Merchant Agreement and that American Express may directly enforce the terms of the Provider Merchant Agreement against the Sub-merchant.
- (9) Sub-merchant may opt out of accepting Cards at any time without directly or indirectly affecting its rights to accept Other Payment Products.
- (10) Provider has the right to terminate the Sub-merchant's right to accept Cards if it breaches any of the provisions in this Section or the American Express Merchant Operating Guide.
- (11) Provider has the right to immediately terminate a Sub-merchant for cause or fraudulent or other activity, or upon American Express' request.
- (12) To maintain refund policies for purchases on the Card must that are at least as favorable as its refund policy for purchases on any Other Payment Products, and the refund policy be disclosed to Cardmembers at the time of purchase and in compliance with Applicable Law.

• NOTE: American Express may use the information obtained in the Sub-merchant application at the time of setup to screen, communicate, and/or monitor Sub-merchant in connection with Card marketing and administrative purposes.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number and shall be coterminous with Provider's agreement with Sub-merchant.

Term: 10-9-23 - 10-9-27 No Auto Renewal

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, AND AS PERMITTED BY TENNESSEE LAW, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Tennessee without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice and approval of Sub-merchant. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: _____

By: _____

Name: _____

Title: _____

24-0059

8.2018

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and Sub-merchant ("Sub-merchant") in connection with the agreement between Sub-merchant and

13Verticals, LLC ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.



Intervention Pro

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made this 10th day of November, 2023 between InterventionPro, llc, a Tennessee Corporation (InterventionPro) and Anderson County Sheriff's Office TN, a Government entity.

PREAMBLE

WHEREAS, InterventionPro is engaged as a software and hardware services company

WHEREAS, Anderson County Sheriff's Office TN, desires to engage InterventionPro to provide software and hardware that enables Anderson County Sheriff's Office TN, to digitally manage personnel issues, including but not limited to, field training data, quizzes, certifications, qualifications, and check off sheets/lists.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. Term of Agreement. The term of this Agreement will commence on November 10th, 2023, and will remain in effect, unless earlier terminated or later extended in accordance with the provisions of this Agreement, for a term of three (3) years. Thereafter, the term of this Agreement may be renewed for additional two (2) year periods by agreement of the parties.
2. Services. The services to be performed by InterventionPro hereunder are detailed in a Professional Services Work Agreement annexed hereto as Exhibit "A" which by this reference is made part hereof and mutually agreed upon by authorized agents of each party. Should InterventionPro be bought or purchased during the initial term of this agreement, InterventionPro agrees to the best of its abilities to "grandfather" the terms of this agreement between the purchasing entity and Anderson County Sheriff's Office TN if desired by Anderson County Sheriff's Office TN representatives.
3. Rates, Fees, Expenses, Invoicing and/or Payment Terms. Anderson County Sheriff's Office TN will pay InterventionPro for the Services in accordance with Exhibit "B" (Fees and Payment Terms), annexed hereto, which by this reference is made part hereof.
4. Relationship of the Parties. InterventionPro is an independent operator and is neither an employee nor agent of Anderson County Sheriff's Office TN. Nothing contained in this Agreement will be construed as creating a joint venture or employment relationship between the parties hereto, nor will either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other. All InterventionPro employees whom InterventionPro assigns to perform services for Anderson County Sheriff's Office TN shall at all times be considered employees of InterventionPro. Neither party will be responsible for the other's business obligations, including but not limited to, insurance, worker's compensation and employment related taxes or healthcare obligations, and each party agrees to hold the other harmless from those obligations.
5. Confidential Information. In the course of the performance of this Agreement, either party may learn Confidential Information of the other party. Both parties agree to disclose such information to its employees only on a need-to-know basis and agree not to disclose such information to third parties unless legally required by judicial process. "Confidential Information" means information, including hard copy or electric form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) A party may give to any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. In no event shall either party

use the other's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the other. The parties' obligations under this section will survive the termination of this Agreement for a period of three additional years.

6. InterventionPro Technology. InterventionPro agrees to allow Anderson County Sheriff's Office TN to utilize its technology platforms as assigned in connection with the performance of services hereunder. For purposes of this Agreement, "InterventionPro Technology" means the software programs and other information and technology created or developed by InterventionPro (in whole or in part, either alone or jointly with third parties) prior to or independent of this Agreement, including without limitation, articles of manufacture, processes and apparatus, data, writings and works of authorship (including, without limitation, software (source code and executable code), protocols, program codes, audio-visual effects created by program code and related documentation, drawings and other tangible items (including, without limitation, materials, samples, components, tools and other operating devices), and all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights in and to such programs, information and technology. Notwithstanding the foregoing, InterventionPro grants ANDERSON COUNTY SHERIFF'S OFFICE TN a perpetual, non-exclusive, non-transferable, royalty free license to use InterventionPro Technology (including possible access to source code) solely for internal operational purposes. Except as provided herein to the contrary, the parties acknowledge and agree that (a) InterventionPro will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the InterventionPro Technology, (b) InterventionPro may employ, modify, disclose, and otherwise utilize InterventionPro technology (including, without limitation, providing services or creating programming or materials for other clients), and (c) ANDERSON COUNTY SHERIFF'S OFFICE TN is permitted to use similar technology platforms for the provision of services by or through ANDERSON COUNTY SHERIFF'S OFFICE TN to clients of ANDERSON COUNTY SHERIFF'S OFFICE TN. The licenses granted by InterventionPro to ANDERSON COUNTY SHERIFF'S OFFICE TN shall be transferable in the event of a merger, acquisition, or sale of ANDERSON COUNTY SHERIFF'S OFFICE TN business or assets. If InterventionPro is purchased, sold or otherwise unable to fulfill this software agreement, InterventionPro agrees to allow ANDERSON COUNTY SHERIFF'S OFFICE TN to continue to use InterventionPro technology for a period of at least one hundred twenty (120) days, or until ANDERSON COUNTY SHERIFF'S OFFICE TN can find a suitable provider, whichever comes first.
7. Warranty. InterventionPro will perform the Services in a professional and efficient manner and warrants that it has the capability, experience, and means required to perform the services required by this Agreement. InterventionPro will perform the Services hereunder in accordance with the applicable commercial practices and standards.
8. Indemnification. Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to financial loss, bodily injury or death of any person or damage to real and/or tangible personal property caused by or related to the negligence, willful misconduct, or failure to adequately secure the systems, data, and information under this Agreement, of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.
9. ANDERSON COUNTY SHERIFF'S OFFICE TN Obligations: ANDERSON COUNTY SHERIFF'S OFFICE TN will comply with the general obligations set forth below together with any specific obligations described in this Agreement and exhibits in a timely manner. ANDERSON COUNTY SHERIFF'S OFFICE TN acknowledges that InterventionPro's ability to deliver the services hereunder is dependent upon ANDERSON COUNTY SHERIFF'S OFFICE TN's full and timely cooperation, as well as the accuracy and completeness of any information and data ANDERSON COUNTY SHERIFF'S OFFICE TN provides to

InterventionPro. Therefore, ANDERSON COUNTY SHERIFF'S OFFICE TN will use reasonable efforts to: (i) provide InterventionPro with access to, and use of, all information, data, documentation, computer time, facilities, reasonably deemed necessary by InterventionPro, (ii) appoint a representative who will provide professional and prompt liaison with InterventionPro, (iii) be available at all times when InterventionPro or contracted personnel are at the project site (or designate an alternate with the same level of authority in the event of unavailability caused by illness or other valid reasons), and (iv) confer with the InterventionPro representative at regular intervals to review progress and resolve any issues relating to the services. InterventionPro acknowledges and agrees that ANDERSON COUNTY SHERIFF'S OFFICE TN may or may not control its buildings and physical plants, therefore, InterventionPro and ANDERSON COUNTY SHERIFF'S OFFICE TN agree that each will use its best efforts to secure temporary work areas for the provision of services hereunder, but neither party shall be entitled to dedicated workspaces.

10. Termination.

- a) Notwithstanding any provisions of this Agreement, InterventionPro may terminate the Services Agreement at any time with sufficient cause by providing ANDERSON COUNTY SHERIFF'S OFFICE TN with one hundred and twenty (120) day notice. ANDERSON COUNTY SHERIFF'S OFFICE TN shall be responsible for payment for all work completed by InterventionPro, up to and including the 120-day termination period. In the event that InterventionPro terminates this Agreement, InterventionPro does hereby authorize ANDERSON COUNTY SHERIFF'S OFFICE TN to consult, engage, retain, hire or otherwise contract with other companies providing technology, hardware and/or software products and services substantially similar to those provided hereunder by InterventionPro, and such actions by ANDERSON COUNTY SHERIFF'S OFFICE TN are hereby expressly excepted from, and shall not constitute a violation of any prohibition contained herein regarding non-competition by ANDERSON COUNTY SHERIFF'S OFFICE TN. ANDERSON COUNTY SHERIFF'S OFFICE TN may terminate or suspend this Agreement upon written 120-day notice if (i) a software or system failure causes or contributes to a partial or complete loss or interruption of service, or (ii) a data or system breach of security causes, creates, contributes to, or threatens a financial loss or privacy violation which is not adequately addressed in InterventionPro's contingency plans. InterventionPro Personnel will cease all work immediately or as soon as possible after receiving notice of termination.
- b) This Agreement and any Work Order(s) hereunder may be terminated by either party (the "non-defaulting party") if any of the following events occur by or with respect to the other party (the "defaulting party"): (i) the defaulting party commits a material breach of any of its obligations hereunder, or, commits numerous breaches of its obligations which collectively constitute a material breach, and fails to cure such breach within twenty (20) days following receipt of written notice from the non-defaulting party with the particularities of such (ii) any insolvency of the defaulting party, any filing of a petition in bankruptcy by or against the defaulting party, any appointment of a receiver for the defaulting party, any assignment for the benefit of the defaulting party's creditors or any ceasing of conducting business in the ordinary course.
- c) All provisions of this Agreement that, by their nature and content, should survive the completion, rescission, termination, or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive and continue to bind the parties. In addition, any provision of this Agreement, which in accordance with its terms is intended to survive the termination of this Agreement, will survive this Agreement.

11. General Provisions:

- a) Non-Restrictive Relationship: Other than as defined in Sections 7 and 8 of this agreement, InterventionPro may provide the same or similar services to other customers and agrees to use reasonable judgment to avoid any conflicts of interest.
- b) Assignment. Neither party may assign or otherwise transfer or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party, except (i) either party may, upon written notice to the other party, assign this Agreement or any of its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital

stock, assets or business of such party, (ii) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees. No permitted subcontracting will relieve InterventionPro from any of its obligations under this Agreement.

- c) Subcontracting. InterventionPro retains the rights to enter into a subcontract for any of the Services performed under this Agreement without obtaining prior written approval of ANDERSON COUNTY SHERIFF'S OFFICE TN. Notwithstanding any use of subcontractors, InterventionPro shall be the prime contractor and shall be responsible for all work performed. Any subcontractor of InterventionPro shall comply with the same policies and procedures regarding background examinations, drug testing, and shall execute all waivers, consents, and agreements, which would be applicable to employees of InterventionPro.
- d) Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control including, without limitation, power and/or telecommunication interruptions, internet outages, strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order; or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

Notices. All notices required under or regarding this Agreement will be in writing and will be considered given if delivered personally, emailed to the email address set forth herein, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

- A. If to InterventionPro, Inc.: Attention: William Shoap, CIO, Address: 1006 Lichfield Court, Thompsons Station, TN 37179, Office: 615-394-3501,
- B. If to ANDERSON COUNTY SHERIFF'S OFFICE TN: Attention: ANDERSON COUNTY SHERIFF'S OFFICE TN, Address: 101 S Main St, Clinton, TN 37716 Office: 865-457-6255

- a) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- b) Entire Agreement. This Agreement and its exhibits constitute the entire agreement between InterventionPro and ANDERSON COUNTY SHERIFF'S OFFICE TN and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.
- c) Applicable Law: This Agreement is made under and will be construed in accordance with the laws of Tennessee without giving effect to that state's choice of law rules.
- d) Heading. The headings and section titles in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any article or provision hereof.
- e) No Third-Party Beneficiaries. This Agreement inures to the benefit of ANDERSON COUNTY SHERIFF'S OFFICE TN and InterventionPro only and no third party shall have any rights hereunder.
- f) Counterparts. This Agreement may be executed in any number of counterparts, some of which may be photocopies and all of which taken together shall constitute one and the same instrument.

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

ANDERSON COUNTY SHERIFF'S OFFICE TN InterventionPro, llc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature:  _____

Print Name: Daniel VandenBosch

Title: CEO

Date: 10-31-2023

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Exhibit A**Statement of Work**

This Statement of Work for professional services will be performed in accordance with the terms and conditions set forth in the MASTER SERVICES AGREEMENT between ANDERSON COUNTY SHERIFF'S OFFICE TN and InterventionPro.

InterventionPro agrees to provide software to ANDERSON COUNTY SHERIFF'S OFFICE TN. To execute these services, InterventionPro agrees to provide:

Software

- 1) All software, updates to existing software modules and security of software.
 - a. Any new custom feature or module requests will be considered by InterventionPro, and if determined relevant to the software's purpose, will be billed to ANDERSON COUNTY SHERIFF'S OFFICE TN on an agreed upon per hour or per project basis and determined at the time of the request.
- 2) Full access to all backend reports
- 3) Employee Training/Management software
- 4) SSL certificates and other security measures

Other

- 1) Handling of customer service calls related to software.
- 2) Integration of any new software updates

Exhibit B**Fees and Payment Terms**

ANDERSON COUNTY SHERIFF'S OFFICE TN will remit payment to InterventionPro upon the New Client Go-Live, and prior to the date(s) of staff training.

Invoicing will occur annually and is due within thirty 30 days of the date on the invoice.

InterventionPro Software (Agency Umbrella)	
Details:	Investment:
➤ PerformancePulse evaluation software	\$4,265 YR
➤ QuizSyncCM	Included
➤ PrecisionLists (Check Off Sheets)	Included
➤ PeakCertify Qualifications/Certifications)	Included
➤ Insight Reflect (Critiques)	Included
➤ Internal Messaging	Included
➤ E-Mail Notification	Included
➤ Document Storage*	Included
➤ 8 hours of training**	Included
➤ AssetMaster	Included
TOTAL Initial Investment	\$4,265 YR
*Document storage up to 100GB is included in initial pricing. Additional storage needs are \$100 per 100 GB.	*
** Training can be onsite, offsite or a combination of the two. Additional costs will be added for training that exceeds the 8 hours at a rate of \$100 per hour.	**

This **CONDOMINIUM LEASE AGREEMENT** made this the ____ day of November, 2023, between Family Justice Center of Anderson County, Inc., (hereafter referred to as "Landlord"), and Anderson County, Tennessee (hereafter referred to as "Tenant").

WHEREAS, Landlord is the owner of Unit Number 1 A in a condominium known as The 301 Broadway Condominiums, located at 301 Broadway, Oak Ridge, Tennessee (hereafter referred to as "Premises"); and

WHEREAS, Landlord desires to lease the Premises to Tenant; and

WHEREAS, Tenant desires to rent the said condominium unit,

NOW, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Lease. Landlord hereby leases to Tenant Unit Number 1 A in a condominium known as The 301 Broadway Condominiums, located at 301 Broadway, Oak Ridge, Tennessee, together with all of Landlord's rights in and to the common areas of the condominium. "Common Areas" shall include, but not be limited to, the sidewalks, roads, parking lots, etc., located on the development, as well as hallways and staircases, and the storage areas located within the building housing Tenant's unit.

This Lease and the continuation of this Lease are contingent upon;

- A. Tenant must use the leased premises for the purposes of a Family Justice Center, and
- B. Tenant's obligations under this Lease are contingent upon receiving sufficient grant revenue from the State of Tennessee's Office of Criminal Justice Programs to sustain the monthly lease payments as provided herein.

2. Term. The term of this Lease shall be for three (3) years, commencing on **December 1, 2023**, and terminating on **November 30, 2026**. If Tenant shall remain in possession of the Premises at the expiration of the Lease term, Tenant shall become a tenant by the month at the monthly rental paid for the last month of the Lease term, to be paid as aforesaid, and Tenant shall be subject to all of the agreements and conditions herein contained. Either party shall give to the other at least **thirty (30) days'** written notice of any intention to terminate this Lease during any extension, renewal, or holdover term. There are no options to extend the Lease.

3. Condominium association. Landlord shall pay all mandatory fees and dues to the condominium owners' association. In addition, Landlord is responsible for all other costs pertaining to the property during the initial 3-year term including, real estate taxes, utilities (water and gas), trash services, HVAC maintenance, inspection fees, pest control, security, cleaning services, and landscaping. Tenant shall have the right to use all condominium facilities listed, above, in Paragraph I. Landlord reserves the right to vote at all meetings of the condominium owners' association. Tenant agrees to abide by all rules, regulations, and policies of the condominium owners' association. Tenant shall provide the

Landlord with a copy of any notice of violation within forty-eight (48) hours of receipt of such notice. Tenant will immediately take all steps required to cure such violation if such violation has been caused by Tenant's act, neglect or omission.

4. Rent. The annual rent shall be the sum of **\$12,000.00**, to be paid in equal monthly installments of **\$1,000.00** on the first day of each month during the term of this Lease, commencing **December 1, 2023**. If this Lease is extended or renewed for an additional period, or if Tenant should holdover as set forth in Paragraph 2 above, then Tenant shall pay during such extension or renewal term or holdover period, at the same time and in the same manner, in addition to the rent set forth in this Lease the amount by which Landlord's monthly condominium assessments exceed \$1.00, plus the amount by which one twelfth of Landlord's total annual real estate taxes on the Premises exceed \$1.00. Landlord shall notify Tenant of any increases in these assessments and taxes.

5. Condition of Premises. Tenant acknowledges that Tenant has inspected the Premises and agrees to accept the Premises in an "as-is" condition, with all faults, and the acceptance of this Lease shall be deemed conclusive evidence that the Premises are on the date hereof in satisfactory condition and repair, unless otherwise specified herein. Tenant agrees that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises, and no promises have been made to alter, repair, decorate, or improve the Premises.

6. Maintenance and Repairs. Tenant shall take good care of the Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Premises, nor deface or injure the Premises. Tenant shall keep the Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Premises or in a trash dumpster or similar container provided by Tenant, at Tenant's sole cost, and approved by the Landlord as to type, location and screening. Tenant shall contact the Landlord and the condominium owners' association in the event any external repairs are required, e.g., repair or replacement of window shutters. Landlord shall be responsible for all plumbing and heating and air conditioning repairs, provided that such repairs are not occasioned by the act, neglect or omission of Tenant, its agents, or invitees. All other repairs shall be made by Tenant at its own cost and expense. Tenant shall make such repairs promptly and in a workmanlike manner. Tenant shall suffer no liens against the unit for the cost of labor, materials or otherwise in connection with repairs. Tenant shall maintain the Premises in good order and repair at all times. Tenant shall return the Premises in the same condition as existed at the commencement of this Lease, reasonable wear and tear excepted.

Landlord and Landlord's agents and employees shall not be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Premises becoming out of repair or by defect or failure of any structural element of the Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, stream, electricity, or oil leaking, escaping or flowing into the Premises (except where due to Landlord's willful failure to make repairs required to be made by Landlord hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord. Landlord shall not be held responsible in any way on account of any construction, repair or reconstruction (including widening) of any private or public roadways, walkways or utility lines.

7. Alterations. Tenant may paint the interior of the Premises without approval of the Landlord. Any other alterations shall be made only with the prior written approval of the Landlord. Landlord shall have the right to reject any proposed alterations either with or without cause.

8. Insurance. The parties acknowledge that the exterior structure of the unit is covered by the condominium owners' association's blanket insurance policy. The interior of the unit, including wall coverings and interior walls, carpeting, cupboards, appliances and personalty must be covered by Tenant's insurance policy and in an amount that is satisfactory to the Landlord. Tenant shall obtain such a policy at its sole expense. The policy shall name Landlord as additional insureds. The lessor shall provide evidence of liability insurance of \$1.0 Million per incident coverage. The policy shall provide for the giving of notice of cancellation to the Landlord at least 30 days prior to the effective date of cancellation.

9. Laws and regulations. Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests and directives of all governmental authorities, Landlord's insurers, and similar authorities and agencies. Notices received by Tenant from any authority or entity must be promptly delivered to the Landlord. Tenant may not do anything on the Premises to increase the condominium owners' association's insurance premiums. If Tenant violates this provision and such violation results in an increase in the amount of such premiums, Tenant will be liable for the increase in premiums.

10. Assignment and Sublease. Tenant must not assign this Lease, sublet all or part of the Premises, or permit any other person to use the Premises without the prior written approval of the Landlord. If Tenant violates this provision, Landlord has the right to cancel the Lease Agreement pursuant to Paragraph 14 ("Tenant's Default"). Notwithstanding the foregoing, Tenant may assign its rights hereunder to the Family Justice Center of Anderson County, Inc., in connection with an exercise of the option to purchase described in Section 2, *supra*.

11. Entry by Landlord. The Tenant agrees to allow the Landlord to enter the leased Premises at any reasonable hour to repair, inspect, install or work upon any fixture or equipment in said leased Premises and to perform such other work as Landlord may deem necessary. In addition, Tenant agrees to permit Landlord and/or Landlord's Agent to show the Premises to persons wishing to rent or purchase the same during the reasonable hours of any day during the term of this Lease Agreement. Tenant will permit the usual notices of "For Rent" or "For Sale" to be placed upon conspicuous portions of the walls, doors or windows of said Premises and remain thereon without hindrance or molestation. Prior to entry, Landlord will give Tenant twenty-four (24) hours' prior notice in all non-emergency situations.

12. Fire or Other Casualty. In the event of damage by fire or other casualty, if the damage is such that, in the opinion of the Landlord, the Premises are still usable as a commercial building, this Lease shall remain in effect during repairs.

In the event that the Premises are not usable as a commercial building, either party may cancel this Lease by giving notice to the other party within thirty (30) days after the damage occurs. The Lease shall be deemed terminated as of the date the fire or other casualty occurred. If neither party elects to cancel, the rent shall be waived during the period from the occurrence of the fire or other casualty until repairs are completed. The term of this Lease shall be extended for a like period.

The parties shall cooperate in filing and settling insurance claims and obtaining repairs. All personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, shall be stored at the sole risk of Tenant. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant, except personal injury caused by or due to the gross negligence or willful misconduct of Landlord. Landlord or its agents shall not be liable for interference with the electrical service, ventilation, or for any latent defect in the Premises.

13. Condemnation. In the event that the Premises or any part thereof other than those common elements whose condemnation does not prevent continued occupancy of the Premises is taken by any authority exercising the power of eminent domain, the Lease shall terminate as of the date possession shall be taken by the condemnor. Tenant waives all claims against Landlord or any condemning authority by reason of the complete or partial taking of the Premises, and shall not be entitled to receive any part of any award that Landlord may receive, hereby quitclaiming all interest therein to Landlord.

14. Tenant's Default. Upon a violation by Tenant of any of the provisions and agreements herein contained or its failure to pay the rent when due and payable; or if Landlord shall at any time deem the tenancy of Tenant undesirable by reason of objectionable or improper conduct on the part of Tenant, Tenant's permittees, licensees, employees, or agents or annoyance caused to other occupants of the Condominium that result in accurate and reasonable complaints to Landlord by the unit owners' association, managing agent, other unit owners, or any governmental authority; or should Tenant occupy the Premises in violation of the Condominium instruments or the rules and regulations, then and in any of such events, Landlord may provide written notice to Tenant at the address provided herein and allow Tenant a ten day period to cure the issue addressed in the written notice. In the event the issue is not cured within that time, Landlord may declare the Lease to have been breached by Tenant. Landlord may thereupon proceed to recover possession of the Premises in accordance with the provisions of the law regulating proceedings in such cases. When possession is obtained, Landlord may rent the Premises again at the risk and cost of the defaulting Tenant, whose default in no instance shall relieve him of liability for the difference between the rent herein reserved and the rent actually received by Landlord during the term remaining after the default by Tenant occurs. If on account of any breach or default by Tenant in its obligations hereunder, Landlord shall employ an attorney to present, enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees incurred by Landlord in such connection.

Tenant shall compensate Landlord for all expenses incurred by Landlord in repossession (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants) and a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and Landlord's pursuing the rights and remedies provided herein and under applicable law.

15. Quiet Enjoyment. The Landlord agrees that if the Tenant pays the rent and complies with all of the other terms and conditions of this Lease Agreement, then the Tenant may peaceably and quietly have, hold and enjoy the Premises leased hereunder for the term of this Lease Agreement.

16. Additional Obligations of Tenant: (a) Tenant agrees not to use any appliances, fixtures, or plumbing facilities in the unit for any purpose other than that for which said items

were designed, Any damage resulting from the misuse of such items shall be paid for by Tenant, (b) Tenant shall arrange for vermin extermination at Tenant's sole expense, whenever required.

17. Use of Premises. Tenant shall use the unit solely for lawful government, commercial or charitable purposes and for no other purpose.

18. Pets. Tenant shall not harbor any animals of any kind on the Premises. Tenant shall not allow animals of any kind to visit the Premises for any period of time. Notwithstanding the foregoing, nothing stated herein shall prohibit the Tenant (and its invitees) from bringing service dogs or therapy dogs on or about the Premises.

19. Notice. Any notice required to be given to Landlord shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following address:

Melissa Miller, Executive Director
Anderson County Family Justice Center
Unit IA
301 Broadway Ave.
Oak Ridge, TN 37830.

Any notice required to be given to Tenant shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following address:

Mayor Terry Frank
Anderson County Government
100 N. Main St., Room 208
Clinton, Tennessee 37716

Notice shall be deemed given when received.

20. Entire Agreement. This Lease contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified or expressly contemplated in this Lease. No brochure, rendering, information or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this Lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

21. Modifications. This Agreement may only be modified by a written amendment signed by all parties. An oral modification shall not be binding on any party.

22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee. Venue for any suit or other proceeding involving this Lease shall be in the Chancery Court for Anderson County, Tennessee.

23. Waiver. No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed by this Lease, and no waiver of any legal or equitable relief or remedy, shall be implied by the failure of the Landlord to assert any rights, declare any forfeiture, or for any other reason. No waiver of any of the terms, provisions, covenants, conditions, rules and regulations shall be valid unless it shall be in writing signed by the Landlord. No waiver by Landlord or forgiveness of performance by Landlord for one or more tenants shall constitute a waiver or forgiveness of performance in respect to Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of the Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

24. Jury Trial Waiver. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER AND ACCEPT THIS LEASE.

25. Recordation. Tenant shall not record this Lease. Without the prior written consent of the Landlord, Tenant shall not record any memorandum of this Lease, short form or other reference to this Lease.

26. Surrender. Tenant shall deliver and surrender to Landlord possession of the Premises (including all of Tenant's permanent work upon and to the Premises, all replacements and all fixtures permanently attached to the Premises) immediately upon the expiration of the Term or the termination of this Lease in as good condition and repair as the same were on the delivery date (loss by any insured casualty and ordinary wear and tear only excepted) and deliver the keys at the office of Landlord or Landlord's agent; provided, however, that upon Landlord's request made at least thirty (30) days prior to the end of the Term, or the date Tenant is otherwise required to vacate the Premises, Tenant shall remove all fixtures and equipment affixed to the Premises by Tenant, and repair and restore the Premises to their condition on the delivery date (loss by any insured casualty and ordinary wear and tear only excepted), at Tenant's sole expense.

The removal shall be performed prior to the earlier of the end of the Term or the date Tenant is required to vacate the Premises.

27. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by either party, then such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party.

28. Accessibility Laws. Tenant acknowledges that it will be wholly responsible for any accommodations or alterations which need to be made to the Premises to accommodate disabled employees and customers of Tenant, including without limitation, the requirements under the Americans with Disabilities Act and any other applicable Regulations. Any alterations made to the Premises in order to comply with such regulations must be made solely at Tenant's expense and in compliance with all terms and requirements of the Lease. Landlord agrees to make reasonable efforts to ensure that the Common Area is in compliance with the applicable disability access laws as of the date hereof. If a complaint is received by Landlord from either a private or government complaint regarding disability access to the Common Area of the Premises, Landlord reserves the right to mediate, contest, comply with or otherwise respond to such complaint as Landlord deems to be reasonably prudent under the circumstances. If Landlord decides to make alterations to the Common Area of the Premises in response to any such complaints or in response to legal requirements Landlord considers to be applicable to the Common Area of the Premises, the cost of such alterations shall be included in the Common Area maintenance charge under the Lease. Landlord and Tenant agree that so long as the governmental entity or entities charged with enforcing such statutes have not expressly required Landlord to take specific action to effectuate compliance with such statutes, Landlord shall be conclusively deemed to be in compliance with such statutes. Tenant agrees to provide Landlord with written notice should Tenant become aware of a violation of such statutes with respect to the Common Area. In the event Landlord is required to take action to effectuate compliance with such statutes, Landlord shall have a reasonable period of time to make the improvements and alterations necessary to effectuate such compliance, which period of time shall be extended by any time necessary to cause any necessary improvements and alterations to be made.

29. Assumption of Risk. As a material part of the consideration to Landlord for this Lease, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, with the exception of structural defects, and Tenant hereby waives all claims with respect thereto against landlord. Tenant shall give immediate notice to the Landlord in case of casualty or accidents in the Premises.

[Signature Page - Lease Agreement- Unit 1 A, 301 Broadway, Oak Ridge]

EXECUTED under seal as of the latest date accompanying a signature by Landlord or Tenant below.

LANDLORD:

Family Justice Center of Anderson County, Inc.

Date of Signature: _____

TENANT:

Anderson County, Tennessee

Date of Signature: _____

APPROVED AS TO FORM:

Anderson County Law Director

Date of Signature: _____

ANDERSON COUNTY GOVERNMENT PROPERTY DISPOSITION AND SURPLUS RECORD

- Surplus property may be transferred to another Anderson County Department or be sold at internet auction after ensuring another Department does not want it.
- The IT Department will manage the disposition of hard drives.
- The Vehicle Inspection Form is required to sell vehicles. The Purchasing Office will obtain available service records from the Fleet Services Department.
- The transfer of property to an Entity outside of Anderson County requires County Commission approval. The surplus of capital assets requires County Commission approval.
- This form is to be emailed to Surplus@andersontn.org

Sheriff requests to surplus property as detailed below.
(Department)

Brian Kelly
Signature of Department Head/Elected Official

10-31-23
Date

Asset Tag # (N/A if no Tag).	Property Description & Condition, to include serial or VIN #
	2009 Chev. Tahoe Vin# 1GNEC030X9R189619 Runs
	2012 Dodge Charger Vin# 2C3CDXAT9CH226822 Bad Trans
	2008 VW Jetta Kelly looking for Title ✓ Bad Alt, Battery

Attach photographs – the more the better. Attach additional sheet(s) as necessary.

Property Disposition Method (check and fill out applicable box)

<input type="checkbox"/>	Auction on GovDeals Bid Starting Amount: _____
<input type="checkbox"/>	Transfer Property To: _____ (Department) Signature of Receiving Department Head/Elected Official _____ Date _____
<input type="checkbox"/>	Trade In Purchase Order Number of Trade in: _____
<input type="checkbox"/>	Stolen or Lost (Attach copy of Police Report)
<input type="checkbox"/>	Property Destroyed (Attach explanation)

Received by Purchasing Office (Date): _____ Deputy Purchasing Agent Signature: _____	Purchasing Office Use Only Govdeals ID#: _____ Date: _____ Sale Amount: \$ _____ Date removed from Asset Listing: _____
---	--

Inventory ID:	Asset Number:	Fair Market Value:
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Short Description:

Year 2009 Make Chev. Model Tahoe

VIN: 1GNEC030X9R189619

Title Restriction: ☐ Y ☒ N

Odometer 222275

☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N

Long Description:

This Vehicle ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: Undiagnosed Vibration over 50 mph.

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Date Removed From Service: 2-26-23 Maintenance Records: ☒ Available ☐ Not Available For Inspection

Transmission: ☐ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☐ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior:

Color: White

Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings

Tire Condition: Good Tread: 35% #Flat Hubcaps # 3

Major Damage to:

Additional Damage:

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior:

Color: Black

☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats:

Damage to Dash/Floor: Stains, Dash Cracked, overhead Console Broken

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC

Air Bags: ☒ Driver's Side ☐ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand Hitch: Type

Location of Asset: 308 Public Safety Ln. Clinton

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

November 2023 Purchasing Committee

GOVDeals Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____																	
Short Description: Year <u>2012</u> Make <u>Dodge</u> Model <u>Charger</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>2</td><td>C</td><td>3</td><td>C</td><td>D</td><td>X</td><td>A</td><td>T</td><td>9</td><td>C</td><td>H</td><td>2</td><td>2</td><td>6</td><td>8</td><td>2</td><td>2</td></tr> </table>		2	C	3	C	D	X	A	T	9	C	H	2	2	6	8	2	2	Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N
2	C	3	C	D	X	A	T	9	C	H	2	2	6	8	2	2			
Odometer: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>1</td><td>5</td><td>4</td><td>8</td><td>4</td><td>0</td></tr> </table>	1	5	4	8	4	0	<input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N												
1	5	4	8	4	0														
Long Description:																			
This Vehicle <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>5.7 L V 8</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid 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 <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>10-3-23</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input checked="" type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: <u>Transmission Bad</u> Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: <u>Good</u>																			
Exterior:																			
Color: <u>White</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>Good</u> Tread: <u>40%</u> #Flat Hubcaps # <u>4</u>																			
Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input checked="" type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes																			
Interior:																			
Color <u>Black</u> <input checked="" type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input checked="" type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
Additional Equipment: _____																			
Manufacturer: _____ Model: _____ Serial #: _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____																			
Location of Asset: <u>308 Pkbln Salsbn Drive Clinton</u> For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

! Must Tow !

GovDeals Vehicle Inspection Form

Inventory ID: _____	Asset Number: _____	Fair Market Value: _____																	
Short Description: Year <u>2008</u> Make <u>VW</u> Model <u>Jetta</u>																			
VIN: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>3</td><td>V</td><td>W</td><td>R</td><td>M</td><td>7</td><td>J</td><td>K</td><td>S</td><td>8</td><td>M</td><td>0</td><td>8</td><td>4</td><td>6</td><td>8</td><td>2</td></tr> </table> Title Restriction: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			3	V	W	R	M	7	J	K	S	8	M	0	8	4	6	8	2
3	V	W	R	M	7	J	K	S	8	M	0	8	4	6	8	2			
Odometer: <table border="1" style="display: inline-table; text-align: center; font-family: monospace;"> <tr><td>1</td><td>3</td><td>6</td><td>2</td><td>5</td><td>6</td></tr> </table> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			1	3	6	2	5	6											
1	3	6	2	5	6														
Long Description: This Vehicle <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>2.5L V</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: <u>Alternator + Battery to be drivable.</u> This vehicle was maintained every <u>5000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles Date Removed From Service: <u>1-16-22</u> 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 Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input 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>Black</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <u>90%</u> Tread: <u>Good</u> #Flat: _____ Hubcaps #: _____ Major Damage to: _____ Additional Damage: <u>Front Bumper Damage</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 checked="" 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>Black</u> <input type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input checked="" type="checkbox"/> AM/FM CD <input checked="" type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input checked="" type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input checked="" type="checkbox"/> Remote Mirrors <input checked="" type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats																			
Additional Equipment: _____ Manufacturer: _____ Model: _____ Serial #: _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body; Brand: _____ <input type="checkbox"/> Hitch: Type: _____																			
Location of Asset: <u>308 Public Safety Ln. Clinton</u> For more information contact: _____ Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.																			

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on 11/8/23 by and between,
Kimberly Wanker (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about 10/11, 2023 and ending on or about 11/30, 2023.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Robert Dahl
Signature

Kimberly Winker
Print Full Name

Date: 11/8/23

Address: 438 Farmers Ln

12 Follie Ln TN 37766

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 11/8/23

Approved as to Form:

County Law Director